

Evergreen Indiana Membership Agreement

I. Purpose

This Membership Agreement outlines the initial agreements that form the basis for membership in the *Evergreen Indiana* Council by a library entity.

II. Mission

The purpose of Evergreen Indiana is to provide a multi-library shared integrated library system.

III. Membership

While individual library entities retain autonomy over their own local operations, participation in *Evergreen Indiana* requires collaboration in developing certain common policies and shared decision making. Membership in *Evergreen Indiana* represents the expectation of active and continuing participation by each member library entity. As a consideration for acceptance and continuation of membership in *Evergreen Indiana*, the designated library entity agrees to abide by the following terms and conditions:

- a) Accept and follow the Bylaws of *Evergreen Indiana*.
- b) Successfully implement and strive to meet the Goals of *Evergreen Indiana*.
- c) Abide by the *Evergreen Indiana* Code of Ethics.
- d) Accept and comply with the provisions of contractual agreements made by the Indiana State Library on behalf of member libraries and to accept responsibility for the acts of its own employees related to these matters.
- e) Become a member of the Indiana Library *Evergreen Indiana* Users Council ["the Council"], represented by the Library Director or his/her designee.
- f) Conform to established policies, procedures, protocols, and regulations developed and agreed to by the Council, the Executive Committee and the Indiana State Library
- g) Input, maintain, and share bibliographic holdings within one year of going live and input newly acquired titles on a continual basis, according to the standards developed and agreed to by the Council, the Executive Committee and the Indiana State Library.
- h) Enter its retrospective bibliographic holdings within one year of going live and input newly acquired titles on a continual basis, according to the standards developed and agreed to by the Council, the Executive Committee and the Indiana State Library.
- i) Input, maintain, share, and keep confidential patron records according to the standards developed and agreed to by the Council, the Executive Committee and the Indiana State Library.
- j) Lend library materials to patrons of all participating libraries with exceptions as noted in Evergreen Indiana policies
- k) Connect to the network exclusively with equipment that is compatible with *Evergreen Indiana*.
- l) Restrict the creation of data records and operations of the Library entity to authorized and trained personnel.

- m) Ensure library personnel participation at all appropriate training and continuing education programs.
- n) Process interlibrary requests and transactions within a minimum of five (5) working days if materials are available. Materials must be returned to the lending library by the due date.
- o) Develop and adhere to a weeding [purging] plan prior to retrospective conversion and request a waiver for any items that are kept and not entered into the database.
- p) Participate in the electronic and physical delivery of services as defined by the Council, the Executive Committee and the Indiana State Library.
- q) Enter accurate information on all *Evergreen Indiana* related transactions and statistics.
- r) Maintain standards and practices of collection development and *not reduce acquisitions* by reliance upon the collections of other participating *Evergreen Indiana* libraries.
- s) Refrain from internal policy changes that would adversely affect other participating *Evergreen Indiana* libraries.
- t) Designate a representative to serve as the *Evergreen Indiana* liaison for the library entity who shall communicate with the Indiana State Library personnel on implementation and operations issues.
- u) Regularly participate as appropriate with the Council, the Executive Committee and the Indiana State Library in review of operations of *Evergreen Indiana* and participate in joint development of plans.
- v) Participate in the activities of the Council by providing staff representation and service to various committees, task forces, and forums sponsored by the Council, the Executive Committee and the Indiana State Library.

The violation of any provision, policy, or requirement that is not corrected within sixty (60) days after written notice of the violation is given by the Indiana State Library will constitute default under the terms of this Agreement. If default should occur, refer to the current termination provisions in the Bylaws.

IV. Database – Bibliographic Records and Holdings

The library entity shall be deemed to have retained title to the library entity databases at all times, unless the library entity transfers the title to *Evergreen Indiana*. The library entity shall incur all costs to remove bibliographic records and holdings information plus patron information from the database, in the event the library entity chooses to no longer participate in the *Evergreen Indiana* project, or is asked to cease participation due to a violation of any provision, policy, or requirement that is not corrected within sixty (60) days after written notice of the violation is given.

V. Equipment

Equipment to operate *Evergreen Indiana* within a library district will be the responsibility of the local library and must conform to the technical specifications adopted by the Council. The State Library will host and support the central *Evergreen* servers and centralized equipment.

VI. Statement of Authority

This Agreement shall be construed in accordance with the laws of the State of Indiana.

VII. Financial Responsibilities

All financial responsibilities that will be designated as those to be paid by the member libraries will be acted upon by the Executive Committee and then mailed to the member libraries by April 1 each year with an effective date of January 1 the following calendar year. ¹

All costs will be fully determined and disclosed prior to library entities adding their records to the database and before incurring any possible charges that might be levied by Evergreen Indiana.

VIII. Termination of Agreement

This Agreement may be terminated by either party upon one hundred and eighty (180) days written notice to the other party and in conformance with the provisions of the Bylaws.

IX. Modification/Amendment

This Agreement may be amended by mutual written consent of the parties.

X. Notices

All notices to be given under this Agreement will be in writing and given by depositing the same in the United States Mail.

Notices for the Indiana State Library will be sent to:

Roberta Brooker, State Librarian
Indiana State Library
140 North Senate Avenue
Indianapolis, IN 46240

Notices for Executive Committee of *Evergreen Indiana* will be sent to:

[Name and Title]
[Library]
[Mailing Address]
[City, State, Zip]

Notices for Library entity will be sent to:

[Member Representative and Title]
[Library]
[Mailing Address]
[City, State, Zip]

¹ For those public libraries signing the Membership Application in 2008, any costs to be incurred by the member will be distributed in a timely manner so that there is adequate time for the member to consider both prior to and after signing this form per the Indiana State Library.

XI. Acceptance of Agreement

This Agreement is made effective as of _____ between the Indiana State
Library, *Evergreen Indiana* and the _____. The Agreement shall
remain in effect until terminated in accordance with the provisions of this Agreement.

As legally authorized representatives of the Library entity by appropriate action of the governing board,
Evergreen Indiana and the Indiana State Library, we agree by signing this document to abide by all of the
terms and conditions stated in this Membership Agreement in *Evergreen Indiana*.

Accepted by:

The Indiana State Library

By: _____ Date: _____
[Name]

[Title]

Executive Committee of *Evergreen Indiana*

By: _____, Chair Date: _____
[Name]
_____, Chair's printed name
_____, Secretary Date: _____
[Name]
_____, Secretary's printed name

[Library entity Name:] _____

By: _____, Board President Date: _____
[Name]
_____, Board President's printed name
_____, Director Date: _____
[Name]
_____, Director's printed name

